

NON-DISCLOSURE STATEMENT

1. In the course of participating either directly or in an advisory role in support of the FSA Modernization Initiative, I may be given access to or entrusted with sensitive Government information associated with the ongoing FSA Modernization Initiative. Sensitive Government information is identified as Business Sensitive, Procurement Sensitive, Proprietary (e.g., 41 USC section 423, the Procurement Integrity Act restrictive legend per Federal Acquisition Regulation (FAR) 52.215-1)] or Source Selection Information (as defined in FAR 3.104-3). This sensitive information includes data derived from materials identified, by marking or subject matter content, as Source Selection, Business Sensitive, Procurement Sensitive and/or Proprietary Data (collectively referred to herein as "the data"). Data subject to this certification is applicable regardless to the method the information is published or stored including, but is not limited to electronic or paper, and/or any other format the data exist.
2. I agree not to discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any other Government or non-government employee, person, or organization unless that other employee, person, or organization has signed a non-disclosure statement for this FSA Modernization Initiative. Furthermore, I agree to adhere to all safeguards established for the data and to use the data solely for the purpose of performing my role in support of the FSA Modernization Initiative.
3. I agree that these obligations not to inappropriately use, discuss, disclose, release, reproduce or otherwise provide or make available the data are binding upon me as required by applicable federal laws and regulations including applicable U.S. Department of Agriculture (USDA) and/or Farm Services Agency (FSA) policies and regulations (collectively referred to herein as "the regulations").
4. I understand that any inappropriate use, disclosure, release or reproduction of the data is unauthorized and may result in criminal, civil and/or administrative penalties. I understand that nothing in this non-disclosure agreement changes, alters or, otherwise, is intended to replace the requirements of any regulations. I freely and willingly sign this document, fully understanding its contents.
5. I understand that information regarding ethics in the federal acquisition process is provided in the U.S. Office of Government Ethics publication entitled "Ethics & Procurement Integrity" available at http://www.usoge.gov/pages/forms_pubs_otherdocs/fpo_files/booklets/bkprocurementintegrity_07.pdf
6. I acknowledge that these provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to the Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are

incorporated into this agreement and are controlling. [NDA added provisions; December 26, 2012]

7. I acknowledge that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling. [NDA added provisions; December 26, 2012]

PRINTED NAME: _____

POSITION/TITLE: _____

SIGNATURE: _____ DATE: _____

X

Digital Signature 1

CONFLICT OF INTEREST

I _____ certify that neither I nor my immediate family, to the best of my knowledge, possess any financial interest whatsoever in any company, parent or subsidiary, which could in any way be involved acquisition related activities related to the FSA Modernization initiative. Should any company, parent or subsidiary in which my immediate family or I have a financial interest submits a proposal or otherwise becomes involved in this acquisition, I will immediately reveal such interest to the responsible program official and Contracting Officer.

PRINTED NAME: _____

POSITION/TITLE: _____

SIGNATURE: _____ DATE: _____